

**AGENDA**  
**AUGUST 11, 2014**

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- I. MEETING CALLED TO ORDER**
  - A. Invocation – Reverend Barry Snapp – Victory Baptist Church**
  - B. Pledge of Allegiance to the United States Flag**
  - C. Approve Current Agenda**
  - D. Approve the City Commission Meeting Minutes of July 14, 2014 and the Work Session Minutes and Executive Session Minutes of August 4, 2014**
  
- II. DELEGATIONS AND PUBLIC PRESENTATIONS**
  - A. Proclamation – Cedartown Recreation Department 14 & Under Girls Softball Dizzy Dean Team**
  - B. Delegate – Reverend Henry Cothran – Turner Street Park**
  - C. Delegate – Joe Colquitt – Cedartown Recreation Department and First Methodist Church Fun Run**
  
- III. MANAGERS REPORT**
  
- IV. UNFINISHED BUSINESS**
  
- V. NEW BUSINESS**
  - A. Consideration of Blighted Properties Ordinance and Related Forms – MGR**
  - B. Consideration of Panhandling Ordinance - MGR**
  - C. Consideration of Boy's & Girl's Lease Agreement & Addendum – MGR**
  - D. Consideration of Bid for Fire & Safety Equipment – MGR**
  - E. Consideration of Bid for Police Car Equipment Package - MGR**
  - F. Commissioner Reports**
  
- VI. EXECUTIVE SESSION**
  - A. Personnel Matters**
  - B. Legal Matters**
  - C. Real Estate Matters**
  
- VII. ADJOURN**

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**CEDARTOWN CITY COMMISSION  
REGULAR COMMISSION MEETING  
JULY 14, 2014**

Commissioners Present: Larry Odom, Chairman Pro-Tem  
Jordan Hubbard  
Gary Martin

Commissioners Absent: Dale Tuck, Chairman  
Matt Foster

Also Present: Bill Fann, City Manager  
Carey Pilgrim, City Attorney  
Carol Crawford, City Clerk

**MEETING CALLED TO ORDER**

Commission Chairman Pro-Tem Larry Odom called the meeting to order. Reverend Dave Grove of Cedartown First Presbyterian Church gave the invocation, which was followed by the pledge of allegiance to the United States Flag.

**AGENDA & MINUTES APPROVED**

On motion by Commissioner Hubbard, seconded by Commissioner Martin, all voting "Aye" none voting "No" the Commission approved the current agenda and the City Commission meeting minutes and executive session meeting minutes of June 9, 2014.

**DELEGATE – TAMMY DECKER – U.S. DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT – ARC GRANT LETTER OF CONDITIONS**

Tammy Decker, Area Specialist with the U.S. Department of Agriculture & Rural Development appeared before the Commission and read the Appalachian Regional Commission (ARC) grant letter of conditions for the funding of the sewer system. On motion by Commissioner Martin, seconded by Commissioner Hubbard, all voting "Aye" none voting "No" the Commission approved accepting the ARC grant letter of conditions for the funding of the sewer system.

**DELEGATE – ALICE BROWN – BOLD & BEAUTIFUL RED HATTERS – REQUEST USE OF PEEK PARK & PAVILION**

Alice Brown appeared before the Commission on behalf of the Bold and Beautiful Red Hatters to request the use of Peek Park and the pavilion for the annual "Walk a Mile in Her Shoes" event to be held at Peek Park on Friday, October 24, 2014. The walk will be from Peek Park to the Hospital. On motion by Commissioner Martin, seconded by Commissioner Hubbard, all voting "Aye" none voting "No" the Commission approved the use of Peek Park and the pavilion for the annual "Walk a Mile in Her Shoes" event to be held at Peek Park on Friday, October 24, 2014.

**DELEGATE – BETH DAVIS – ST. BERNADETTE CATHOLIC CHURCH  
No Show**

## **DELEGATE – JERRY STROUP – POW WOW – REQUEST USE OF BERT WOOD PARK**

Jerry Stroup appeared before the Commission and requested the use of Bert Wood Park for the 16<sup>th</sup> Annual Pow Wow on Friday, October 10<sup>th</sup> to set up for the event, on Saturday, October 11<sup>th</sup> and Sunday, October 12<sup>th</sup> for the event. On motion by Commissioner Hubbard, seconded by Commissioner Martin, all voting “Aye” and none voting “No” the Commission approved the request to use the Bert Wood Park for the 16<sup>th</sup> Annual Pow Wow on Friday, October 10, 2014 through Sunday, October 12, 2014.

## **DELEGATE – TRIxie MORGAN – 4 C’s CITY CAMP – REQUEST USE OF PEEK PARK & PAVILION**

Trixie Morgan appeared before the City Commission to request the use of Peek Park and the pavilion on Friday, July 25, 2014 for the 4 C’s City Camp. On motion by Commissioner Martin, seconded by Commissioner Hubbard, all voting “Aye” none voting “No” the Commission approved the request by Trixie Morgan for the 4 C’s City Camp to use Peek Park and the pavilion on Friday, July 25, 2014.

## **CITY MANAGER REPORT**

- **Bert Wood Park Update** – New scoreboards, lighting, fencing, baseball field, concession and scorekeepers facility.
- **Kimoto Tech Itinerary** – Main event with Japanese Little League team on Saturday, August 2<sup>nd</sup>, beginning with opening ceremony at 8 a.m. and ballgames at 9 a.m. and 1:30 p.m.
- **Website Additions/Improvements** – new pictures, new sliders highlighting events.
  - Articles, events and employee spotlights
  - Employee resource center with online purchase orders and absentee reports
  - Resident and business resources with facility rental forms, business license applications, building permit applications, Certificate of Appropriateness form, open records request, utility services forms and much more.
- **Downtown Cedartown Website** – redesigned by Aimee Madden and updated to include more content and to be more user friendly.
- **Fourth Friday Event , Friday July 25<sup>th</sup>** – The organizing committee of the Downtown Renaissance project co-chaired by Jennifer Hulsey has planned the event to be held in the downtown park featuring a classic car cruise-in beginning at 5 p.m.
- **Dottie Wood Retirement Reception** – Thursday, July 31<sup>st</sup> at 2 p.m.

## **PRESENTATION OF THE 2013 FINANCIAL REPORT**

John Holden, CPA with the Rushton Company appeared before the Commission and presented the 2013 Financial report. The City of Cedartown has come from a negative fund balance in 2011 to a positive fund balance.

## **FY2015 FTA 5311 TRANSIT OPERATING CONTRACT**

On motion by Commissioner Hubbard, seconded by Commissioner Martin, all voting “Aye” none voting “No” the Commission approved the FY2015 FTA 5311 Transit Operating Contract with the Georgia DOT with a 50% local match in the amount of \$37,883; and the 2015 DHS Transit Alliance contract which pays a \$5.90 trip rate.

**PROPOSED BLIGHTED PROPERTIES FORMS AND ORDINANCE**

City Manager Bill Fann reviewed with the City Commission the blighted properties forms and Ordinance.

**CONSIDERATION OF EARLY RETIREMENT INCENTIVE PACKAGE**

On motion by Commissioner Hubbard, seconded by Commissioner Martin, all voting "Aye" none voting "No" the Commission approved the One Time Early Retirement Incentive Addendum and Ordinance for eligible employees.

**BID FOR TWO 2015 FORD POLICE INTERCEPTOR SEDANS**

On motion by Commissioner Martin, seconded by Commissioner Hubbard, all voting "Aye" none voting "No" the Commission approved the recommendation from the bid committee for the purchase of two 2015 Ford Police Interceptor Sedans with rear view cameras from a local business.

**2013 BUDGET AMENDMENT**

On motion by Commissioner Martin, seconded by Commissioner Hubbard, all voting "Aye" none voting "No" the Commission approved the FY2013 Budget Amendment to the general fund as presented by Cedartown Finance Officer Amy Orebaugh.

**COMMISSIONER REPORTS**

- There were no reports.

**ADJOURN**

At 7:00 p.m., there being no further business for consideration, Commissioner Martin moved to adjourn. Commissioner Hubbard seconded, all voting "Aye" none voting "No" the Commission adjourned.

**APPROVED:**

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**CHAIRMAN, CEDARTOWN  
CITY COMMISSION**

**ATTEST:**

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**SECRETARY,  
CEDARTOWN CITY COMMISSION**

**WORK SESSION  
CEDARTOWN CITY COMMISSION  
AUGUST 4, 2014**

Commissioners Present: Dale Tuck, Chairman  
Larry Odom, Chairman Pro-Tem  
Matt Foster  
Jordan Hubbard  
Gary Martin

Also Present: Bill Fann, City Manager  
Carol Crawford, City Clerk

**GEORGIA INITIATIVE FOR COMMUNITY HOUSING**

Beth Spears with the Georgia Department of Community Affairs and Karen Tinsley with the University of Georgia gave a power point presentation and lead a discussion regarding the GICH program with the City Commission. The three year program will provide technical assistance, bring resources to revitalize programs, and provide assistance to produce a community housing plan and implement the plan. They explained that the cooperative partnership of the program consists of the Georgia Department of Community Affairs, the Georgia Municipal Association, the University of Georgia College of Family and Consumer Sciences, and the University of Georgia Public Service & Outreach. The founding sponsor and continued financial supporter is provided by the Georgia Power Company.

**REVIEW OF PANHANDLERS ORDINANCE**

The Commission agreed to place the Panhandlers Ordinance on the August 11<sup>th</sup> Commission agenda for consideration.

**SENIOR CENTER RENTALS**

On motion by Commissioner Odom, seconded by Commissioner Martin, all voting "Aye" none voting "No" the Commission approved the recommendation from the City Manager that there be no further rentals of the Senior Citizen Center.

**EXECUTIVE SESSION**

Commissioner Foster moved to call an executive session to discuss real estate matters. Commissioner Martin seconded, all voting "Aye" none voting "No" the Commission went into executive session.

On motion by Commissioner Martin, seconded by Commissioner Odom all voting "Aye" none voting "No" the Commission came out of executive session.

**ADJOURN**

At 6:40 p.m., there being no further business for consideration, Commissioner Martin moved to adjourn. Commissioner Odom seconded, all voting "Aye" none voting "No" the Commission adjourned.

**APPROVED:**

\_\_\_\_\_  
**DALE TUCK, CHAIRMAN**  
**CEDARTOWN CITY COMMISSION**

**ATTEST:**

\_\_\_\_\_  
**CAROL CRAWFORD**  
**CITY CLERK**

**EXECUTIVE SESSION  
WORK SESSION  
AUGUST 4, 2014**

Commission Chairman Tuck, Commission Chair Pro-Tem Odom, Commissioner Foster, Commissioner Hubbard, Commissioner Martin, City Manager Bill Fann, and City Clerk Carol Crawford attended the August 4, 2014 Executive Session.

City Manager Fann spoke to the Commission regarding the rental of the old concrete building on West Ware Street by an interested person for a sign and bike repair shop.

**APPROVED:**

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**CHAIRMAN, CEDARTOWN  
CITY COMMISSION**



**PROCLAMATION  
BY THE CITY COMMISSION  
CITY OF CEDARTOWN**

**WHEREAS,** the Cedartown Recreation Department 14 & Under Girls Softball Dizzy Dean Team went undefeated through District and State; and

**WHEREAS,** these girls went on a journey to South Haven, Mississippi to the 14 & Under Dizzy Dean World Series; and

**WHEREAS,** the team displayed athletic talent and sportsmanship along with their coaches; and

**WHEREAS,** the Cedartown Recreation Department 14 & under Girls Softball Dizzy Dean Team went 5-0 to win the Dizzy Dean World Series; and

**WHEREAS,** the Cedartown City Commission and the Cedartown Recreation Department are proud of these young ladies and coaches for their hard work and dedication to their team.

**NOW, THEREFORE,** I, Dale Tuck, Chairman of the City Commission of the City of Cedartown, do hereby recognize the following team players and coaches of the 2014 Cedartown Recreation Department 14 & Under Girls Softball Dizzy Dean Team.

**Blair Bedford, Tamera Beeman, Maddie Bowman, Tia Covington, Jameia Diamond, Katrina Harris, Lizzie Lee, Bay McElwee, Amber Timms, Katharine Tracy, Baylee Wright, Manager Shane Lee, Coach Stacey Bowman, Coach Junior Timms and Coach Roy Tracy.**

In recognition of their athletic accomplishments.

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Dale L. Tuck, Chairman  
Cedartown City Commission

Attest:

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Carol Crawford, City Clerk

ORDINANCE NO. \_\_\_\_\_ 2014  
(Blighted Property)

**AN ORDINANCE BY THE CITY COMMISSION  
OF THE CITY OF CEDARTOWN**

WHEREAS, the City of Cedartown has recently experienced an increase in the number of vacant, dilapidated, or otherwise blighted nuisance properties within its corporate limits;

WHEREAS, the City has enacted nuisance and blighted tax ordinances to combat the negative effect of blighted and nuisance properties on surrounding properties;

WHEREAS, the City's current blighted properties ordinance has been determined to be inefficient and ineffective for its intended purpose;

WHEREAS, the City wishes to adopt a more efficient streamlined ordinance for declaring properties to be "blighted" and placing them on a blighted properties index for higher taxation;

WHEREAS, said ordinance is adopted pursuant to the City's police powers and Georgia Constitution Article IX, §2, ¶7, and related provisions of state law;

NOW, THEREFORE, be it ordained and established by the City Commission of the City of Cedartown, and it is hereby ordained and established by said authority as follows:

**Section 1:**

Chapter 70 of the Municipal Code of the City of Cedartown is amended by striking Article V, Division I, consisting of sections 70-125 through 70-131, and adding a new Article V, Division I, which shall include the following sections:

**"Article 70  
Division 1. Generally**

**Sec. 1. Short Title**

This Article shall be known as the "Cedartown Blighted Property Ordinance."

## **Sec. 2. Purpose.**

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of slum and blight within the City, this Commission, in exercise of the powers granted to municipal corporations in Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the City where conditions of slum and blight are found or are likely to spread.

In recognition of the need for enhanced government services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvements thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

## **Sec. 3. Definitions.**

(a) 'Blighted property', 'blighted,' or 'blight' means any urbanized or developed property which:

(1) Presents two or more of the following conditions:

- (A) Uninhabitable, unsafe, or abandoned structure;
- (B) Inadequate provisions for ventilation light, air, or sanitation;
- (C) An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;
- (D) A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et. seq., or having environmental

contamination to an extent that requires remedial investigation or a feasibility study;

(E) Repeated illegal activity on the individual property of which the property owner knew or should have known; or

(F) The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of code violation to its owner; and

(2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

(b) 'Building Inspector' means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

(c) 'Community redevelopment' means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or through local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

(d) 'Governing authority' means the City Commission of the City of Cedartown, a Georgia municipal corporation.

(e) 'Millage' or 'millage rate' means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

(f) 'Persons' means such individual(s), partnership, corporations, business entities and associations which return real property for ad valorem taxation or who are chargeable by law for the taxes on the property.

(g) 'Public officer' means the City Manager or such officer or employee of the City as designated by the city manager to perform the duties and responsibilities hereafter set forth in this article.

#### **Sec. 4. Ad Valorem Tax Increase on Blighted Property**

(a) There is hereby levied on all real property within the City which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying a factor of seven (7.0) to the millage rate applied to the property, so that such property shall be taxes at a higher millage rate generally applied in the municipality, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.

(b) Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.

- (c) Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the City Manager and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the City's program to close, repair, or demolish unfit building and structures.

#### **Sec. 5. Identification of Blighted Property**

- (a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:
  - (1) An inspection must be performed on the parcel of property. In order for an inspection to be performed;
    - (A) A request may be made by the public officer or by at least five residents of the City for inspection of a parcel of property, said inspection to be based on the criteria as delineated in ordinance, or
    - (B) The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.
  - (2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the City are in question, the inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.
  - (3) Following completion of the inspection report, the public officer shall make a determination in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.
  - (4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Polk County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are readily ascertainable and by first-class mail to the property address shall constitute sufficient notice to the property's owner or person chargeable

with the payment of ad valorem taxes for purpose of this section, even if no one picks up or signs for the certified or overnight delivery of the notice, or the notice is returned unclaimed, undeliverable, or for any such reason. Posting of the notice on the property will not be required, but may also constitute sufficient service if the City is unable to perfect service by using the mail methods set forth above.

- (b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons notified that real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have 30 days from the receipt of notice in which to request a hearing before the City's municipal court. Written request for hearing shall be filed with the public officer and shall be dated stamped upon receipt. Upon receipt of a request for hearing, the public officer shall notify the municipal court and the building inspector or person who performed the inspection and prepared the inspection report.
- (c) Within 30 days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten business days notice to the person(s) requesting the hearing, the public officer and the building inspector or person who performed the inspection and prepared the inspection report. Notice of scheduled hearings shall be published as a legal advertisement in The Polk County Standard Journal, or other designated legal organ in Polk County, at least five days prior to the hearing. Hearings may be continued by the municipal court judge upon request of any party, for good cause.
- (d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. The municipal court judge shall cause a record of the evidence submitted at the hearing to be maintained. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the judge of municipal court shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the court shall be deemed final. A copy of such determination shall also be served upon the Tax Commissioner of Polk County, who shall include the increased tax on the next regular tax bill rendered on behalf of the City.
- (e) Persons aggrieved by the determination of the court affirming the determination of the public officer may petition the Superior Court of Polk County for a writ of certiorari within 30 days of issuance of the court's written determination.

#### **Sec. 6. Remediation or Redevelopment**

- (a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:

- (1) Completion of work required under a plan of remedial action or redevelopment approved by the City's planning and development director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or
  - (2) Completion of work required under a court order entered in a proceeding brought pursuant to Division 2, Nuisance and Structures, of Chapter 38 of the Code of Cedartown, Georgia.
- (b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Polk County.
- (c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the City's planning and development department, and contain the following:
- (1) The plan shall be consistent with the City's comprehensive plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;
  - (2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;
  - (3) On parcels of five acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;
  - (4) The plan shall contain verifiable funding sources which will be used to complete its requirements and show the feasibility thereof;
  - (5) The plan shall contain a timetable for completion of required work; and
  - (6) Any outstanding ad valorem taxes (state, school, county, and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

#### **Sec. 7. Decrease of Tax Rate**

- (a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, as provided in this Article, shall be eligible for a decrease in the rate of city ad

valorem taxation by applying a factor of 0.5 to the City millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every \$25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in City ad valorem taxes for more than four successive years.

- (b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

#### **Sec. 8. Notice to Tax Commissioner**

It shall be the duty of the public officer to notify the Tax Commissioner of Polk County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, block and parcel number, as assigned by the Polk County Tax Assessor's Office. The public officer shall cooperate with the Tax Commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

#### **Section 2:**

The codifiers of the Cedartown Code of Ordinances shall have discretion as to the numbering of the Sections contained herein, when this ordinance is submitted for codification.

#### **Section 3:**

All laws and parts of law in conflict herewith are specifically repealed. This Ordinance shall not be adopted until after public hearing, and advertisement as required by law.

#### **Section 4:**

It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this enactment are severable, and if any phrase, clause, sentence, paragraph or section hereof shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this enactment, since the same would



have been enacted by the City Commission without the incorporation herein of any such unconstitutional phrase, clause, sentence paragraph or section.

ADOPTED AND APPROVED by the City Commission of the City of  
Cedartown after the first reading at the \_\_\_\_\_ 2014 regularly  
scheduled \_\_\_\_\_ meeting, \_\_\_\_\_ Commissioners  
\_\_\_\_\_ voting "Aye" and  
\_\_\_\_\_ voting "No".

BY: \_\_\_\_\_  
Dale Tuck, Chairman  
Cedartown City Commission

ATTEST: \_\_\_\_\_  
Carol Crawford, City Clerk  
(seal)

\_\_\_\_\_, 2014

CERTIFIED MAIL RETURN  
RECEIPT REQUESTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
AND VIA FIRST CLASS MAIL

RE: Property Located at \_\_\_\_\_  
Tax Map and Parcel No. \_\_\_\_\_  
OFFICIAL DETERMINATION OF  
PROPERTY AS BLIGHTED

Dear \_\_\_\_\_:

City officials have recently inspected your property located at \_\_\_\_\_  
tax map and parcel no. \_\_\_\_\_, pursuant to the Cedartown Blighted Property Ordinance  
(the "Ordinance") and Community Redevelopment Plan. As a result of this inspection, City  
officials have made a determination (the "Determination") that your property is maintained in a  
blighted condition, as defined by the Ordinance.

According to the most recent tax digest, you are either the owner or a person or entity with an  
interest in the property described herein. You may inspect and copy the City's Determination,  
along with any supporting documentation, at City Hall, located at 201 East Avenue, Cedartown,  
Georgia 30125, between the hours of 9:00 a.m. and 5:00 p.m.

Pursuant to the Ordinance, you have 30 days from the date of this notice in which to request a  
hearing before the City of Cedartown Municipal Court. If you wish to have a hearing, you must  
file a written request with the City. Hearing request forms are available at City Hall at the address  
and during the hours indicated above. If you file a written request for a hearing, you will be  
notified of the date, time, and location for the hearing within (30) days of the date of your request.  
If you do not request a hearing in Cedartown Municipal Court, then the City's Determination shall  
stand, and the property may be subject to an increased rate of taxation, pursuant to the Ordinance.

If you have any questions about the matters contained in this letter, please contact the city manager  
or building inspector. Please be governed accordingly.

Sincerely,

IN THE MUNICIPAL COURT FOR THE CITY OF CEDARTOWN  
STATE OF GEORGIA

IN RE:            PROPERTY LOCATED AT:            MATTER NO. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TAX MAP AND PARCEL NO:

\_\_\_\_\_

**REQUEST FOR HEARING**

The undersigned property owner/interested party hereby requests a hearing in  
Cedartown Municipal Court with respect to the City's determination, dated  
\_\_\_\_\_, \_\_\_\_\_, that the above-referenced property is maintained in a  
blighted condition.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINT:

\_\_\_\_\_  
PROPERTY OWNER/ INTERESTED PARTY

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

IN THE MUNICIPAL COURT FOR THE CITY OF CEDARTOWN  
STATE OF GEORGIA

IN RE:            PROPERTY LOCATED AT:            MATTER NO. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TAX MAP AND PARCEL NO: \_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF HEARING**

You are hereby notified that, pursuant to the request of the property owner or other interested party, this matter will come before the Cedartown Municipal Court on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at 9:00 A.M. in the main courtroom of Courthouse No. 2, for a hearing. At this hearing, the Judge of the Municipal Court shall make a determination either affirming or reversing the determination of the City of Cedartown that the above-described property is maintained in a blighted condition, pursuant to the Cedartown Blighted Property Ordinance. At this hearing, the parties may present testimony, documents, or other evidence relevant to the issue before the Court.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MUNICIPAL COURT CLERK or OTHER CITY  
OFFICIAL

IN THE MUNICIPAL COURT FOR THE CITY OF CEDARTOWN  
STATE OF GEORGIA

IN RE:            PROPERTY LOCATED AT:            MATTER NO. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TAX MAP AND PARCEL NO:  
\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that I have sent a Notice of Hearing to the property owner/interested party in the above-referenced matter by mailing a copy thereof, in a properly addressed envelope with sufficient postage thereon and placed in the United States Mail, to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
MUNICIPAL COURT CLERK or other CITY  
OFFICIAL

\_\_\_\_\_

IN THE MUNICIPAL COURT FOR THE CITY OF CEDARTOWN  
STATE OF GEORGIA

IN RE:            PROPERTY LOCATED AT:            MATTER NO. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TAX MAP AND PARCEL NO: \_\_\_\_\_  
\_\_\_\_\_

**ORDER**

This matter came before the Court for a hearing at the request of a property owner/interested party, contesting the City of Cedartown's determination that the above-described property is being maintained in a blighted condition, pursuant to the City's Blighted Property Ordinance. After hearing evidence from the City and the property owner/interested party, the determination of the City of Cedartown is hereby affirmed/reversed. The Court finds by a preponderance of the evidence that the property does/does not meet two or more of the criteria for "blighted property" pursuant to the Cedartown Blighted Property Ordinance.

A true and correct copy of this order shall be served upon the Tax Commissioner of Polk County, who shall calculate the increased tax based on the increased millage rate on the next regular tax bill rendered to the property owner/interested party on behalf of the City.

SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
HONORABLE  
JUDGE OF THE MUNICIPAL COURT  
CITY OF CEDARTOWN

**AN ORDINANCE BY THE CITY COMMISSION  
OF THE CITY OF CEDARTOWN**

**WHEREAS**, the Cedartown City is desirous of establishing a Panhandling Ordinance to exercise the City's authority over panhandling within the corporate limits of the city, as well as the City's police powers;

**NOW, THEREFORE**, be it ordained and it is hereby ordained and established by the City Commission of the City of Cedartown as follows:

**Section 1:**

The Code of Ordinances shall stand amended as described below within the discretion of the codifiers of the municipal code.

**Section 2:**

Section 58-31 shall be added as a new section and entitled "Aggressive Panhandling".

**Section 3: Definitions**

**Aggressive panhandling prohibited.**

(a) As used in this section, the following terms shall have the following meanings:

After dark means any time from 30 minutes after sunset to 30 minutes before sunrise.

**Aggressive panhandling shall mean:**

- (1) Approaching or speaking to a person, or following a person before, during or after soliciting, in a manner that would cause a reasonable person to fear bodily harm to oneself, or damage to or loss of property in one's immediate possession; or
- (2) Soliciting from a person who is waiting in line for entry to a building or for another purpose; or
- (3) Soliciting from a person who is eating, drinking, dining or sitting at a table in an outdoor dining area; or
- (4) Continuing to solicit from a person after the person has given a negative response to an initial solicitation; or
- (5) Intentionally touching or causing physical contact with another person without that person's consent in the course of soliciting; or
- (6) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact with the person soliciting; or
- (7) Using violent or threatening gestures toward a person being solicited; or speaking in an unreasonably loud volume under the circumstances or using profane or abusive language, either during a solicitation or after a refusal;



**Automated Teller Machine** shall mean a device, linked to a financial institution's account records, which is able to carry out transactions, including, but not limited to: account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments.

**Outdoor dining area** means an outdoor dining area of a restaurant or other establishment serving food for immediate consumption.

**Public place** shall mean streets, highways, and roadways (including shoulders and medians), sidewalks, alleys, parking lots, plazas, parks, playgrounds, schools, transportation facilities and other public property, including city-owned property and any other property where public gatherings occur on a regular basis and/or where public meetings are conducted, such as schools, libraries, and places of worship.

**Soliciting** shall mean asking in person for money or objects of value, with the intention that the money or object to be transferred at that time, and at that place. Soliciting shall include using the spoken, written, or printed word, bodily gestures, signs, or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

(a) Prohibited acts. It shall be unlawful for any person within the corporate limits of the city to violate any of the following subsections of this section:

(1) No person shall engage in aggressive panhandling in any public place.

- (2) No person shall solicit on private property if the owner or other person lawfully in possession of such property has notified the person that they are not allowed to solicit on the property.
  - (3) No person shall solicit within 20 feet of any automated teller machine or an entrance or exit of any bank or financial institution.
  - (4) No person shall solicit an operator or passenger of a motor vehicle while such persons are operating or occupying a motor vehicle; provided, however, that this paragraph shall not apply to persons soliciting other occupants of a vehicle in which the solicitor is lawfully traveling or to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle.
  - (5) No person shall solicit while under the influence of alcohol or a controlled substance.
  - (6) No person shall solicit in a group of two or more persons.
  - (7) No person shall solicit within six feet of an entrance to a building.
  - (8) No person shall solicit within 20 feet of an outdoor dining area.
  - (9) No person shall solicit in any public place after dark.
- (b) Penalties.** Any person guilty of a violation of any of the provisions of this chapter shall, upon conviction, be punished as provided in Section 1-13.

#### **Section 4:**

All laws and parts of law in conflict herewith are specifically repealed.

**Section 5:**

It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this enactment are severable, and if any phrase, clause, sentence, paragraph or section hereof shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this enactment, since the same would have been enacted by the City Commission without the incorporation herein of any such unconstitutional phrase, clause, sentence paragraph or section.

ADOPTED AND APPROVED by the City Commission of the City of Cedartown at a regularly scheduled meeting on the 11<sup>th</sup> day of August, 2014.

Commissioners \_\_\_\_\_ voting "Aye" and Commissioners  
\_\_\_\_\_ voting "No".

BY: \_\_\_\_\_  
CHAIRMAN, CEDARTOWN  
CITY COMMISSION

ATTEST: \_\_\_\_\_  
SECRETARY, CEDARTOWN  
CITY COMMISSION

(seal)

**CEDARTOWN BOYS & GIRLS CLUB LEASE AGREEMENT  
ADDENDUM**

**Paragraph 2**

This addendum will serve as notice from the Boys & Girls Clubs of Northwest Georgia to renew the current lease with the City of Cedartown from September 2014 until August 2015 and make minor adjustments to some of the terms of the current lease agreement.

**Paragraph 3**

Agreement currently states that Lessee must use property "for the sole purpose of operating a Boys & Girls Club Program, and for no other purpose."

The City of Cedartown agrees to allow use of property for the Boys & Girls Club Program and BGC-approved activities, such as the sublease of the facility, with the consent of the City.

**Paragraph 4**

Any sub lessee agreements will require sub lessee to provide general comprehensive liability, casualty, fire, or other property damage insurance naming the City and the Boys & Girls Clubs of Northwest Georgia as additional insured and provide a certificate of insurance coverage acceptable to both.

**Paragraph 6**

The City will continue to keep in good repair all structural items currently listed in the agreement and any sub lease agreements will require the sub lessee to abide by the current lease agreement and assume responsibility of any repairs rendered necessary due to the sub lessee, its services, or activities.

**Paragraph 12**

The City will continue to keep in good repair all structural items currently listed in the agreement and any sub lease agreements will require the sub lessee to abide by the current lease agreement and assume responsibility of any repairs rendered necessary due to the sub lessee, its services, or activities.

By signing below, the CITY OF CEDARTOWN, acting by and through the Chairman of its City Commission and the BOYS & GIRLS CLUBS OF NORTHWEST GEORGIA acting by and through the President of its Board of Directors, agree to the terms of this addendum to the current lease dated September 1, 2014 to August 31, 2015 and the inclusion of these terms in future lease agreements.

LESSOR

LESSEE

CITY OF CEDARTOWN

BOYS & GIRLS CLUBS OF NORTHWEST GEORGIA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DALE TUCK, CHAIRMAN  
CEDARTOWN CITY COMMISSION

ANNE PAIGE WILSON, PRESIDENT  
BOYS & GIRLS CLUB BOARD OF DIRECTORS

GEORGIA

POLK COUNTY

PUBLIC LEASE AGREEMENT – BOYS & GIRLS CLUB

THIS LEASE AGREEMENT, is made and entered into effective the 1<sup>st</sup> day of September, 2014 by and between the CITY OF CEDARTOWN, acting by and through the Chairman and Secretary of the City Commission hereinafter designated LESSOR, and The Boys & Girls Club, a not for profit corporation of the State of Georgia, hereinafter designated LESSEE.

WITNESSETH

1.

That the said Lessor, for and in consideration of the premises and the sum of One (\$1.00) Dollar, cash in hand paid, the receipt whereof is hereby acknowledged, does hereby lease and let unto the said Lessee, and the said Lessee does hereby lease and take from the said Lessor, the following described premises:

SEE DESCRIPTION ATTACHED AS EXHIBIT "A"

To have and to hold the above named premises, subject to the terms outlined in this lease agreement, for one (1) year commencing effective September 1, 2014 and until the last day of August, 2015, subject to annual renewals pursuant to paragraph (2) hereof.

2.

It is understood and agreed by the parties that the Lessee may renew this Lease on the same terms and conditions as herein set forth for further periods annually of one (1) year each, from the time of the expiration of this Lease (at the end of August each year): upon Lessee giving to Lessor notice of such intention at least thirty (30) days before the expiration of this Lease. Since this is a lease of a public facility, the Lessor reserves the right to terminate the renewal, by notifying Lessee in writing at least ninety (90) days before the expiration of this Lease, or any annual renewal thereof.

3.

It is further agreed and understood by the parties that the Lessee has leased the above described premises from Lessor for the sole purpose of operating a Boys & Girls Club Program, and for no other purpose. The Lessee shall have primary use of the premises for operation of its program. It is understood and agreed that at times when the gymnasium is not being used, the City may conduct other recreational activities on the leased premises. The Boys & Girls Club will supply the City of Cedartown a monthly schedule of available gymnasium times. Lessee agrees not to abandon or vacate the demised premises during any period of this lease. If Lessee fails to use the premises as a Boys & Girls Club for a period of 30 consecutive days or a total of 60 days in any 90-day period, then Lessee may terminate this lease and retake exclusive possession of the premises and all fixtures associated therewith.

4.

Lessor shall not be responsible or liable for any claims for damages, which may occur on account of loss of life or injury to person, or damage to or destruction of property resulting from the use of said premises by Lessee. Lessee shall indemnify and hold Lessor harmless from any such claim, including damages, costs, and reasonable attorney's fees. Lessee must provide general comprehensive liability, casualty, fire or other property damage insurance naming the City as an additional insured and provide a certificate of insurance coverage acceptable to Lessor. Lessee shall also provide workers' compensation insurance for its employees as provided by law.

5.

Lessee shall provide the City of Cedartown Commission, or the City's Finance Officer with a financial statement, in a form acceptable to the Finance Officer, for each year of operation of the Boys & Girls Club programs upon the property of Lessor during the term of this lease. Such statement shall provide a detailed account of Lessee's expenses and income. Lessee shall also provide Lessor with copies of any and all audits or annual reports submitted to any agency, authority, firm, corporation or other entity that provides funding to Lessee. Upon changes in the membership of the Directors of the Lessee, the Lessee shall provide the Commission

of the City of Cedartown with the names and addresses of any new board members. Failure to provide Lessor with the information contained in this paragraph shall constitute grounds for Lessor to refuse to renew this Lease for the following year.

6.

It is understood and agreed that the Lessor shall pay all costs of electricity and natural gas during the terms of this lease, and shall keep the grass cut during the terms of this lease. Further, the Lessor agrees to provide water and sewer service, free of charge, to Lessee during the term of this lease. Lessee shall not install any equipment that will exceed or overload the capacity of any utility facilities, whether provided by Lessor or Lessee, and, if any equipment installed by Lessee shall require additional utility facilities, Lessee shall install such facilities and/or equipment at its sole cost and expense. Lessee shall furnish Lessor with any plans for such additional facilities and/or equipment and shall not install same until Lessor has approved such plans in writing. The Lessee shall pay for its own telephone connection, phone service, Internet access, and any and all similar such costs of the operation of the Boys & Girls Club Program by Lessee upon the premises.

7.

The Lessee agrees to provide maintenance and clean-up services, together with litter pick-up and general cleaning of the leased premises in and around the building and grounds, and other property used by Lessee described in Exhibit "A". The Lessee shall be responsible for any damages to the building, fixtures, facilities, or equipment caused during its times of operation and shall promptly report such damage to both Lessor and Lessee's casualty or property damage insurer as provided in paragraph 4 of this lease.

8.

The parties hereto agree that any notice requirements under the terms of this Lease shall be sent to the other party by certified mail, return receipt requested. Any notice sent pursuant to the terms of this Lease shall be effective on the date received by the other party. All notices of whatever kind and nature and any other correspondence between the parties shall be sent to each party at the following addresses:

Lessee:

Boys & Girls Clubs of Northwest Georgia  
P.O. Box 2939  
Rome, Georgia 30164

Lessor:

City of Cedartown  
201 East Avenue  
Cedartown, Georgia 30125

9.

This document constitutes the entire agreement between the parties as to the matters contained and addressed herein, and no verbal agreement shall be effective or admissible to vary or contradict the terms of the document. Any modifications of this document must be in writing and executed by both parties before a notary public, and no purported oral modifications shall be enforceable.

10.

Lessee shall not, without the prior written consent of Lessor, assign this lease or any interest hereunder to any third party or sublease or permit the use of any portion of the premises by any third party. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of its rights under this paragraph. Any subtenants and/or assignees shall become directly liable to Lessor for all of Lessee's obligations without relieving Lessee of any liability hereunder.

11.

Lessee shall not create a nuisance, or otherwise conduct any activity upon the property which violates any laws or ordinances of this state, county, or city.

12.

Lessor shall keep in good repair the roof (including the structure, decking, insulation, flashing, and membrane), foundations and exterior walls of the building, and all underground utility and water and sewer pipes outside the exterior walls of the building. Lessor shall not be responsible for the repair of glass and exterior doors or any and all repairs rendered necessary by the negligence of Lessee, its agents, employees, or invitees. Lessor shall have no duty to inspect the premises. Lessee



shall promptly report in writing any defective condition once said condition is known or believed to exist, if said condition is one which Lessor is obligated to repair under this lease. Lessee's failure to report any such defects to Lessor shall render Lessee liable to Lessor for any liability incurred by Lessor by reason of such defects. Lessee shall hold Lessor harmless from liability for any personal injury, property damage, or wrongful death that occurs due to defective repairs or hazardous conditions that may be found to exist on the property, except where such claims arise solely out of the gross negligence or willful misconduct of the Lessor or its agents, employees, or subcontractors.

13.

Lessee accepts the premise in its present condition and state of repair and as suited for the uses intended by Lessee. Lessee shall throughout the Lease Term and any renewals thereof, maintain the premises in good order and repair, including the Building, heating and air conditioning units (including but not limited to replacement of parts, compressors, air handling units, and heating units) and other improvements located thereon, except those repairs Lessee is expressly required to make under this Lease. In the event Lessee fails to make said repairs, then Lessor may, but shall not be obligated to, make such repairs, and Lessee shall promptly reimburse Lessor for any and all expenses incurred in connection therewith. Furthermore, Lessee shall return the property described in Exhibit "A" to Lessor at the end of this Lease in good condition and state of repair, natural wear and tear alone expected.

14.

This lease shall create the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and Lessee may not pledge, convey as security or collateral, or otherwise encumber the demised premises, without Lessor's written consent. Nothing contained in this lease shall be construed to create a joint venture, partnership, or similar relationship between the parties.

15.

The terms "Lessor" and "Lessee" shall mean the current parties to this lease and include their successors and assigns. This lease shall be binding on and inure to

the benefit of the parties hereto and their successors and assigns. The validity, enforcement, interpretation, and performance of this lease shall be governed by the laws of the State of Georgia. Exclusive venue and jurisdiction of any litigation, claims, disagreements, or other disputes between the parties or their successors and assigns arising out of the terms of this agreement shall lie in the Superior Court of Polk County, Georgia, and no other.

IN WITNESS WHEREOF, the said CITY OF CEDARTOWN, acting by and through the Chairman and Secretary of its City Commission, has hereunto set its hand and affixed its seal and the said BOYS & GIRLS CLUB PROGRAM acting by and through its duly authorized officers, has hereunto set its hand and affixed its seal, the day and year first above written.

LESSOR:

CITY OF CEDARTOWN

BY: \_\_\_\_\_

DALE TUCK, CHAIRMAN  
CEDARTOWN CITY COMMISSION

ATTEST:

BY: \_\_\_\_\_

CAROL CRAWFORD, CITY CLERK

LESSEE:

BOYS & GIRLS CLUB PROGRAM

BY: \_\_\_\_\_

ANNE PAIGE WILSON, PRESIDENT

ATTEST:

BY: \_\_\_\_\_

WALTER "J.R." DAVIS, EXECUTIVE DIRECTOR

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

## COST COMPARISON WORK SHEET

Date 7/15/14

Department FIRE

Line item account SPLOST

Reported by Sammy Stephens

At least two (2) different quotes must be listed for cost comparison.

Item(s) needed for purchase:

Equipment For New Fire Truck

Brief explanation

1<sup>st</sup> quote: \$ \_\_\_\_\_ per item(s) Company name & location: 17,197.99

TEN-9 Fire & Safety Equipment 1591 Collier Rd Forsyth GA 31029  
Shipping cost included

2<sup>nd</sup> quote \$ \_\_\_\_\_ per item(s) Company name and location: 17,919.20

edarley.com Fire Equipment Division - ON-Line Sales  
Shipping cost not included Quotation # 2013100014

3<sup>rd</sup> quote \$ \_\_\_\_\_ per item(s) Company name and location:

Department Supervisor

Sammy Stephens

**BID SUMMARY  
AUGUST 2014**

**POLICE CAR EQUIPMENT PACKAGE**

VENDOR	BID	ALTERNATE (if any)	COMMENTS
Coosa Valley Communications Rome, GA	11,665		This is for equipment and install on two vehicles. While this bid is higher, it includes the cost of install on equipment provided by us. Their facility is also nearby for warranty or future maintenance needs they also assist with warranty work and repairs on equipment not installed by them. Install on the first two cars was professional with no issues or problems.
Chief Supply Kennesaw, GA	10,351.68		This is also for equipment and install on two vehicles. The cost of install does not include installation of the equipment supplied by us. For warranty work or future maintenance needs on the emergency equipment their facility is further away.
S&S Electronics Bremen, GA	N/A		Did not respond to bid request.